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Department of Rev

OFFICE Bd of Rev

STATION Madras

S. F

B 539

Mis No. 4775

Dated 12 12 35

Bespatched 14.12.35

Pages in the file

(SUBJECT.)

Re creation. Land and buildings (S. Kanara). Pattam Taluk Dharmadkala Vge. S No 73-2 Basel Evangelical Mission-Schoolteacher's quarters garden & playground

Sanctd Go, Comrs

Ref. B3--2586--35.

South Kanara Collector's Office,
Mangalore, dated 14th September 1935.

From

E. M. Crome, Esq, I.C.S.,

Collector of South Kanara.

To

The Secretary to the Board.

Land Revenue & Settlement

Madras.

S i r,

Alienation--land--Puttur Taluk--Dharmastala village--S.No. 73/2 --Basel Evangelical Mission--School purposes--sanction requested.

I invite the attention of the Board to the correspondence that ended with the Board's endorsement K. 9600/29 dated 20th November 1929. The ~~Eael~~ Basel Evangelical Mission has now applied through the Director of Public Instruction for alienation of the site of the Basel Evangelical Mission Kanyadi Elementary School in Dharmastala village, Puttur Taluk. I enclose the application and the letter dated 30th May 1935 of the Director of Public Instruction, with which it was received.

2 The extent of land containing the buildings appertaining to the school and the teacher's quarters has been separated as S.No. 73/2 of Dharmastala, including the extent around the school building, which is necessary for the school garden and play ground. The plot measures 1.85 acres and will be utilised in the manner, detailed in the margin. It is true as stated in paragraph 4 of the application that the village is an interior malarial village and that land is not of any particular market value

ol-building	0. 30
er's quarters	0. 50
n	0. 25
Playground	0. 80
	1.8

1346

there at present.

3. The General Agent of the Mission has paid into the Treasury the equivalent value of Rs.17-8-0 in respect of the tree-growth existing on the plot and has accepted the conditions of alienation offered by me. I enclose his letter dated 9th September 1935 with copy of the conditions accepted by him. The plot contains a school-building, the school-master's house, an outhouse and a well as shown in the eye-sketch enclosed, and the total value of these improvements is assessed at Rs.300.

4. I enclose an application for the alienation of land, in the prescribed form. Alienation of land revenue is not applied for by the Mission and is not recommended, as fees are being charged for tuition in the school, as stated in my report R.C.C. 216-29-A-8 dated 3rd August 1929. ₹16.39 (V)

5. The Mission has its headquarters outside India in Switzerland and inside India, in this district.

Your obedient servant.

Ref. B3--2586--35.

South Kanara Collector's Office,
Mangalore, dated 14th September 1935.

From

E. M. Gawne, Esq, I.C.S.,
Collector of South Kanara.

To

The Secretary to the Board
Land Revenue & Settlement,
Madras.

S i r

Alienation--land--Puttur Taluk--Dharmastala village--S.No. 73/2 --Basel Evangelical Mission--School purposes--sanction requested.

I invite the attention of the Board to the correspondence th ended with the Board's endorsement K. 9600/29 dated 26th November 1929. The ~~Bael~~ Basel Evangelical Mission has now applied through the Director of Public Instruction for alienation of the site of the Basel Evangelical Mission Kanyadi Elementary School i Dharmastala village, Puttur Taluk. I enclose the applicatio and the letter dated 30th May 1935 of the Director of Public struction,with which it was received

2. The extent of land containing the buildings apperta to the school and the teacher's quarters has been separated 73/2 of Dharmastala, including the extent around the school ing, which is necessary for the school garden and play groun plot measures 1.85 acres and will be utilised in the manner tailed in the margin.

School-building ...	0. 30
Teacher's quarters	0. 50
Garden	0. 25
Playground	0. 80
	1.85

is true as stated in p graph 4 of the applica that the village is an terior malarial villag that land is not of an particular market valu

there at present.

3. The General Agent of the Mission has paid into the Treasury the seigniorage value of Rs.17-2-0 in respect of the tree-growth existing on the plot and has accepted the conditions of alienation offered by me. I enclose his letter dated 9th September 1935 with copy of the conditions accepted by him. The plot contains a school-building, the school-master's house, an outhouse and a well as shown in the eye-sketch enclosed, and the total value of these improvements is estimated at Rs.300

4. I enclose an application for the alienation of land, in the prescribed form. Alienation of land revenue is not applied for by the Mission and is not recommended, as fees are being charged for tuition in the school, as stated in my report R.O.C. 216-29-A-6 dated 3rd August 1929.

5. The Mission has its Headquarters outside India in Switzerland and inside India, in this district.

Your obedient servant,

Collector.

Application for the alienation of land in which the proprietary right belongs to the State.

District - South Kanara.

1. Description and area .. S.No. 73-2 of Dharmastala vill. in Puttur Taluk, measuring 1.85 acres - assessed waste.

2. Market valu

Land	Rs. 92-8-0
Improvements	Rs. 300-0-0
Total	392-8-0

3. Alienees and purpose of alienation. Evangelical Karyadi Sl. Basel Mission ~~Karyadi Elementary School at Dhasmastala~~ School teacher's Quarters garden

4. Collector's remarks. Recommended.

South Kanara Collector's Office,
Mangalore, dated 18 - 9 - 1935.

For Collector.

Application for the alienation of land in which the proprietary right belongs to the State.

District — South Kanara.

1. Description and area — S.No. 73-2 of Dharmastala village in Puttur Taluk, measuring 1.85 acres - assessed waste.

Market value

Land	Rs. 92-8-0
Improvements	Rs. 300-0-0
Total	392-8-0

3. Alienees and purpose of alienation. — Evangelical Lutheran Basel Mission Kanyadi Elementary ~~School at Dhasmastala.~~ School Teacher's Quarters Playground

4. Collector's remarks.. — Recommended.

South Kanara Collector's Office,
Mangalore, dated 18 - 9 - 1935.

For Collector.

18-9-35

Conditions.

(1) The land comprised in S.No.73/2 of Dharmastala village, Puttur Taluk and the buildings thereon shall be used for the purpose of the Kanyadi Elementary School, as detailed in the margin, and for no other purpose.

School building	Ac.0.30
Playground	" 0.80
Garden	" 0.25
Teachers' quarters	" 0.50
Total extent	" 1.85

(2) The grantee shall maintain the existing buildings in good condition. Such repairs as the Collector may consider necessary from time to time shall be executed by the grantee within such time as the Collector may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

(3) No alterations other than those necessary to keep the buildings in good condition shall be made to the existing buildings nor shall any new building be erected on the site without the previous permission of the Collector.

(4) The school, garden and playground shall be completed and put in proper shape within one year from the date of the grant and the school shall be accessible to all classes including the scheduled classes.

(5) No part of the land set apart for the playground and garden shall in any way, be built upon without the previous sanction of the Collector.

(6) No rent shall be levied for the occupation of the teachers' quarters.

(7) The Government may resume the land wholly or in part with any buildings thereon:

(a) if the land is not used for the specific purpose for which it was granted, or

(b) if the conditions on which it was granted cease to be fulfilled, or

(c) if the land is in the opinion of the Government required for a public purpose or for conducting mining operations, or

(d) if the school is not recognised by the District Educational Council of South Kanara or by the Director of Public Instruction or if the recognition once granted is subsequently withdrawn, or

(e) in case the Government are satisfied that the school is not properly conducted.

(8) In the event of such resumption, if there are buildings on the land except those now existing or those constructed in contravention of conditions (3) and (5), the Government may at their option either:

(a) purchase the buildings:

(b) allow the grantee to purchase the land at its value on the date of sale; or

(c) direct the grantee to remove the buildings.

(9) In the event of the resumption of the land with any building thereon, no compensation whatever shall be paid by the Government, in respect of the building now standing on the land. or buildings constructed in contravention of conditions (3) and (5)

(10) In the event of the resumption of the land followed by the purchase of the buildings under condition (8) (a) or in the event of the acquisition of the land for any other reason. the compensation payable therefor shall in no case exceed the initial cost or the value at the time of resumption or acquisition, whichever shall be less. of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant or under the previous permission obtained from the Collector under conditions (3) or (5) as the case may be.

(11) In the event of the grantee refusing to remove the buildings when so directed under condition (8) (c) the Government remove them and realise the cost of removal by the sale of the materials.

(12) In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee at his cost.

(Sd.) Hashim
21-8-35.
For Collector.

(True Copy)

18/8/35
For Collector.
18.8.35.

DIRECTOR OF PUBLIC INSTRUCTION MADRAS
No. 7453 1935

13/ Mangalore, 6th March, 1935.

To

The Collector of South Kanara,

Mangalore.

Through

The Director of Public Instruction,

Madras.

Basel Evangelical Mission
by General Agent
K. Weichselbaum, Mangalore } Petitioner

Ref: B.E.M.Kanyadi Elementary School
Compound S.No.73 and 294/1&2 in
Dharmasthala Village, Puttur Taluk
South Kanara District.

The petitioner begs to state as follows:-

1. That the Mission holds on Miscellaneous patta S.No.73 and 294/1&2 in Dharmasthala Village and the patta actually stands in the name of Rev.Th.Ritter on behalf of the Mission.

2. That the Mission has contructed buildings and a well on the said land and are running a school in the said buildings known as the B.E.M.Kanyadi Elementary School which was recognised by the Government in [illegible]

3. That the Mission also paid the seinorage and are paying an assessment of one anna per year.

4. That the Mission undertook to conduct a school and to carry on philanthrophic work in that part of the village which is the most unhealthy and malarial place merely at the request of the villagers.

5. That the Collector may, therefore, be pleased to grant the land on Free-hold or Dharcast to the Mission.

GENERAL POWER OF ATTORNEY HOLDER IN INDIA BASEL EVEL. MISSION

K. Weichselbaum

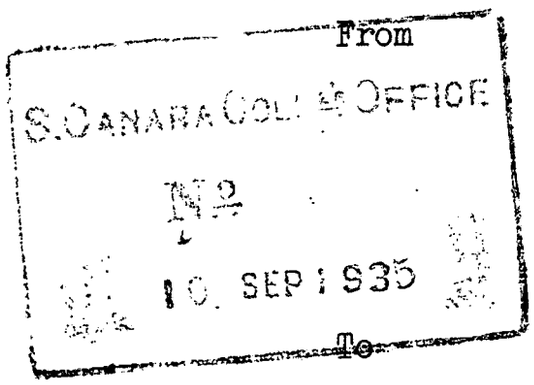
GENERAL TREASURER, BASEL MISSION.

Mangalore
6th March, 1935.

Rough sketch plan of the site and building thereon of B. E. M. Kamvati School.

17

Balmatta, Mangalore,
9th Septr.,35.



From

The Rev. E. Sikemeier,
General Agent,
Basel Mission,
Mangalore.

To

The Collector of South Kanara,
Mangalore.

Sir,

Alienation - ;and - Darmastala - Puttur Taluk-
Your letter Ref:B3-2586-35 dated 21st Aug.35-

****

I received your letter Ref.B3-2586-35 dated the 21st August,1935 enclosing a set of conditions under which the plot S.No.73/2 measuring 1.85 acres will be alienated for school purposes in favour of the Mission.

I hereby beg to inform you that I accept the conditions laid down by you on behalf of the Mission

As desired by you, I have paid to the Mangalore Sub-Treasury Rs.17- 2- . as seigniorage for the plot for tree growth. The relative chalan is sent herewith.

I have the honour to be,
Sir,
Your most obedient servant,

H Sikemeier
General Agent,
Basel Mission.

Encl:1 chalan for Rs.17/2
AS/

F 32 (e)

In reply, please quote number, date and short title

Educational 9 DEPARTMENT

Received ..... *Registered* .....

From (Name) H.Champion,Esq.,M.A.,

(Designation) Ag:Director of Public Instruction

Post Box ....., (Station) M a d r a s.

Telegraphic Address .....

B 2 2586/35

COLLECTOR'S OFFICE No. 19 JUN 1935 SOUTH CANARA

To The Collector
South Kanara.

R.C. *No.* 745-B/35. *dated* 30th M a y, 1935.

~~SIR~~

REFERENCE:-Application dated 6-3-35 for alienation of a site for B.E.M.Kanyadi Elementary School, Dharmastala Taluk, from the General Agent, B.E.M.Missio

Forwarded and recommended.

S R Sarma

for Director of Public Instruction.

ENCLO.

.....

.....

SPARE COPIES.

MRP.7/6.

21

R.F. XVII-26.

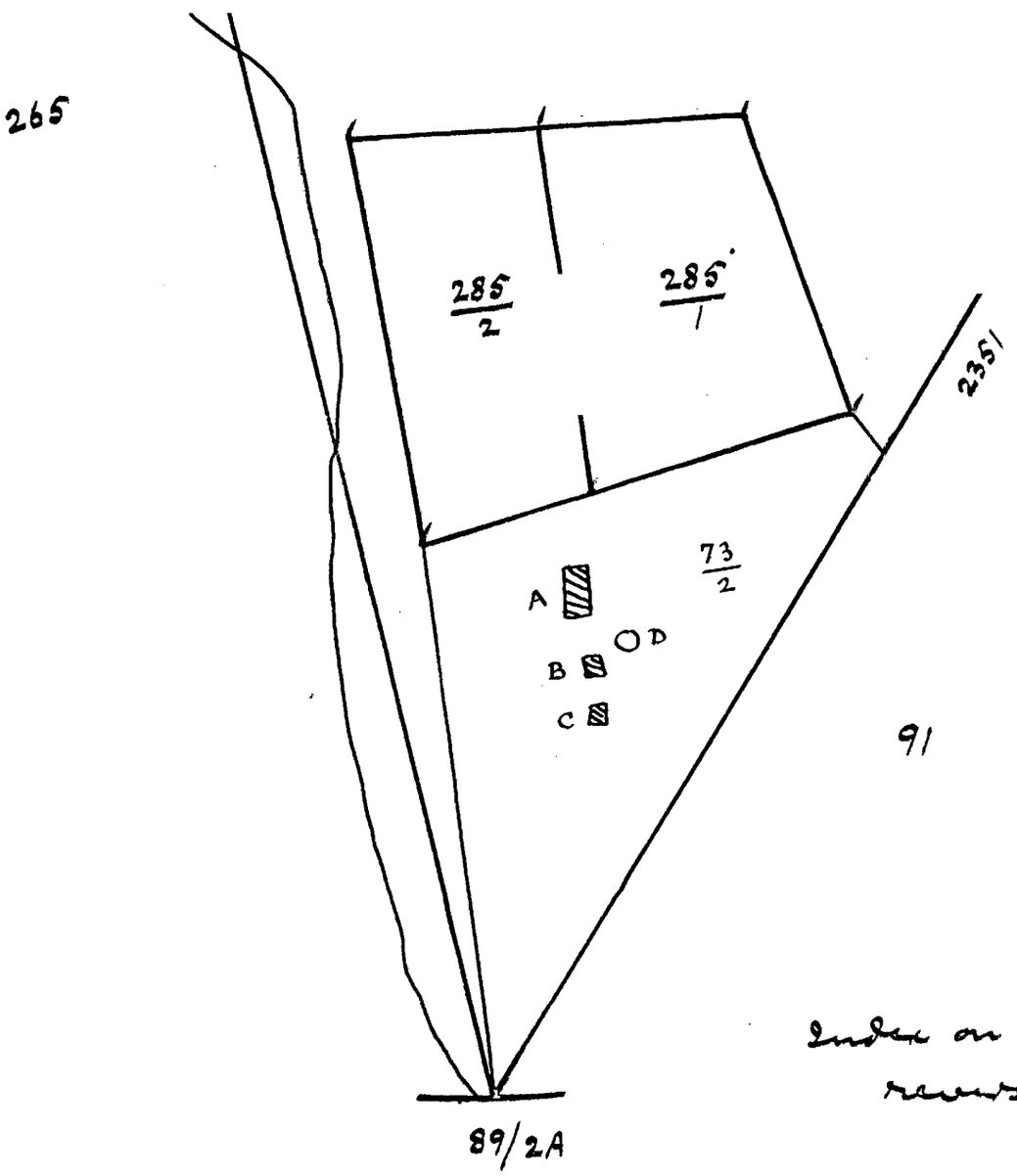
District South Kanara.

Taluk Puttur.

Village { No. 11
Name Dharmastala.

Field No.	Area	Acres.

Enquiry.



Index on the reverse.

Scale 1/2 inch=One Chain.

Revenue
2877/35
Range Surveyor

R.F. XVII-26. C. F. XVII-26—300,000—1-1-

District

Taluk

Village { No. / Name

Field No. Area Acres

S. No. 73-1 Assessed waste.

" 73-2 do (proposed for alienation for a school in favour of the Basel mission)

" 91
" 89-2A
" 265
" 285-1
} Assessed waste.

" 2 Hos. Mandua Beary.

A School building

B School-master's quarters.

C out-house.

D well.

~~~ private road from Ajri to Darmasthala

K.V. Bhakta
28.7.35
Rev. Insptr.

Scale inch=One Chain.
~~~

C.F.16.

DRAFT FOR APPROVAL.

	Date.	Initials.
When received for fair copying ..		
When copied ..		
When examined..		
When signed		
When despatched		

DESPATCHED
1-OCT 1950

SUBJECT:— Alienation - Land at (S. Komara) - Puttur Taluk Dharmastala Village S.No 73-2. Basel Evangelical Mission

READ AGAIN ..... , dated ..... 19...

19...

READ *ALSO*:—

No.... From the B5392/35, No. Q, dated 22/12 19 CB.

19...

19...

Rc B5392. 35-1

Order / Ms. Resolution / Rout. No. ....., dated 28/26 9 19...

The Collector is requested to report (i) the circumstances in which the alienee was allowed to encroach on the land and construct the school building, teacher's quarters etc.

(ii) whether the alienee agrees to the following condition "The amount of any grant made by the Govt towards the construction of any buildings shall be deducted from the compensation payable under the usual conditions".

EKD 25/8 KG 26/9/35

27-9-35

Ref.B3-2586-35.

South Kanara Collector's Office,
Mangalore, 12th October 1935.

From

M. Gawne, Esquire, I.C.S.,
Collector of South Kanara.

To

The Secretary to the Board,
Land Revenue & Settlement,
M a d r a s.

Sir,

Alienation - Land - Puttur Taluk - Dharmastala village - S.No.73/2 - Basel Evangelical Mission.

P2506 | Board's Ref.B.No.5392-35-1, dated 28.9.1935.

The plot S.No.73/2 of Dharmastala was encroached upon by the villagers in about 1925 by erecting a school building on it for the benefit of the village children. The school building was completed in 1926, and was subsequently made over by the villagers to the Basel Evangelical Mission for maintenance. Thereafter, proceedings regarding the disposal of the site have been in progress, though the proposals for alienation of the site could be submitted only this year after the Director of Public Instruction had recommended the alienation.

2. I enclose a copy of the letter dated 10.10.1935 of the General Agent, Basel Mission, agreeing to abide by the additional condition mentioned in the Board's reference which had been specified in my letter, dated 3.10.1935 to the Agent, copy of which is enclosed.

Your obedient servant,

Madhavarao
For Collector.

14-10-35.

M.D'S.14/10.

29

Mangalore,
10th October 1935.

To

The Collector of South Kanara,
Mangalore.

Sir,

Reference:- B3-2586/35, dated 3rd October 1935.

In reply to your letter Ref.B3-2586/35, dated the rd instant. I have the honour to state that I abide by the onditions contained therein.

I have &c.,
Sd/- xx xx xx
General Agent, Basel Missio

True Copy.

Sriadhanarao
For Collector.

M.D'S.14/10.

11.10.35

31

Letter-from the Collector of South Kanara, Mangalo:
To-the General Agent, Basel Evangelical Mission,
Mangalore.
Dated-Mangalore, 3rd October 1935.
No.-Ref.B3-2586-35.

Alienation - Land - Dharmastala - Puttur Taluk - additional condition.

Please state if you agree on behalf of the Mission to abide by the following additional condition in respect of the alienation of S.No.73/2 of Dharmastala for the purpose of the Kanyadi Elementary School:-

"The amount of any grant made by the Government towards the construction of any buildings shall be deducted from the compensation payable under the usual conditions".

True Copy.

Sd/- Madhavarao
For Collector.

M.D'S.14/10.

Sd/- 14.10.35.

C.F. 16.

A.S.(& R)

DRAFT FOR APPROVAL.

	Date.	Initials.
When received for fair copying ..		
When copied ..		
When examined..		
When signed ..		
When despatched.	24 OCT 1935	

SUBJECT: Alienation. Kandyan (S. Kanara). Dhoopullu Pe Dharmasthala Vge. S.No 73/2. Basel Evangelical Mission - School etc.

READ AGAIN ..... DESPATCHED ....., dated ..... 19....

" " ..... " ..... 19....

READ *ALSO*:—

No. ..... From the ....., No. ....., dated ..... 19....

" ..... " P.S 991/35 " 9 " p 27 19 C6

" ..... " ..... " ..... 19....

Order / Resolution Ms. / Rout. Ref P.S 392-35:2 No. ....., dated 21.10 19 35

In his letter R.O.C. No 216-29-A6 dated 3.8.29, the Collector reported that the plot contained a thatched School build Valued at Rs 50/- and that it would be dismantled and a permanent Structure constructed in its place within one year from the date of the grant. He now reports that the School building was constructed by the villagers about the year 1926 and that

it was made over to the
Mission for maintenance.
He is requested to report on
the nature of the School building
~~the dispensary and~~
and
~~hospital~~ whether the teacher
quarters were also constructed
by the villagers ~~the~~

Ekg
7805
21035
KG
18XII

Ref. B3 Gr 2586-35

BOARD OF REVENUE
11 NOV 1935
LAND REVENUE AND SETTLEMENT

South Kanara Collector's Office,
Mangalore, dated 5th November 1935

From

E. M. Gawne, Esq, I.C.S.,
Collector of South Kanara

To

The Secretary to the Board,
Land Revenue & Settlement
Madras.

Sir

Alienation--land--Puttur Taluk--Dharmastala village--S.No.73/2--Basel Evangelical Mission school

Ref:- Board's Ref. B. 5392-35-2 dated 21st October 1935.

pp 33+34 CS

I have verified the facts of the case again. In or about the year 1926, the villagers had constructed two temporary sheds one for the school building and the other for the teacher's quarters. These were rough structures without any proper ventilation or security. The villagers ran the school for sometime but finding it difficult to maintain it efficiently surrendered the buildings to the Mission. The Mission constructed a well and an outhouse and made considerable improvements to the existing structures--adding mud walls, doors and windows--and making the buildings secure and safe. The school and its appurtenances all belong now to the Mission which manages the school and pays assessment.

2. The existing school building is not a pucca masonry building. It is of mudwalls with a thatched roof. The improvements are, however, all of a permanent nature.

Your obedient servant,

Gawne

Collector.

he Mission is a body registered
under the Foreign Missions Act with
its head quarters in India at ~~Mangalore~~
Mangalore and Outside India at
~~Missionsstrasse~~, Basel, Switzerland

The alienation will be free of charge for the occupancy right and free of ~~assessment~~ ground-rent but subject to assessment ~~ground-rent~~ which will be liable to revision at every resettlement and subject to the payment of Rs. 17-2-0 being the value of the trees standing on the land and subject also to the following conditions to which the alienee has agreed:-

(1) The land ~~shall~~ (and the building thereon) shall be used as the site of a School, teachers' Quarters, Garden and playground and for no other purpose.

(ii) The playground and garden are to be laid out within one year from the date of the grant

(iii) The School shall be accessible to pupils of all castes

(iv) No rent shall be levied ~~be~~ for the occupation of the teachers' Quarters.

(v) No building shall be constructed on the extent set apart for the playground and garden without the previous permission of the Collector of the district

(vi) The grantee shall maintain the existing building in good condition. Such repairs as the Collector may consider necessary from time to time shall be executed by the grantee within such time as the Collector may fix and to his satisfaction. In the event of default the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

(vii) No alterations other than those necessary to keep the buildings in good condition shall be made to the existing buildings nor shall any new buildings be erected on the site without the previous permission of the Collector of the district

(viii) The Government may resume the land wholly or in the buildings thereon in the event of the infringement of any of the conditions of the grant or if in the opinion of the Government the land is required for a public purpose, or for conducting mining operations. or if the receipt for it is withdrawn

~~The School~~

(IX) In the event of such resumption, if there are buildings on the land the Government may at their option either,

(a) purchase the buildings, or

(b) allow the grantee to purchase the land at its value on the date of sale, or

(c) direct the grantee to remove the buildings

(X) In the event of the resumption of the land followed by purchase of the buildings under clause (IX) (a) or in the event of the acquisition of the land for any other reason, the compensation payable therefor shall in no case exceed the initial cost or the value at the time of resumption or acquisition, whichever may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant but in no circumstances shall any compensation be paid by the Govt in respect of the buildings now standing on the land or in respect of those constructed in contravention of conditions (i) to (VII)

(XI) The amount of any grant made by the Govt towards the construction of any buildings shall be deducted from any compensation payable under condition (X)

(XII) In the event of the grantee refusing to remove the buildings when so directed under clause (IX) (c) the Government may remove them and realise the cost of removal by the sale of the materials.

(XIII) In the event of the voluntary relinquishment of the land by the grantee no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee at his cost.

18.11.35

24.11.35

DESPATCHED 25 NOV 1935

To

The Secretary to Government, Revenue Department (with alienation statements (Pates 5 to be copied and sent) and sketch pages 23 in original.

~~The Collector of~~

22/11/35

BOARD OF REVENUE
9-DEC-1935
Received
LAND REVENUE AND SETTLEMENT

Rev. Sectt.-23—1,500—25-10-33.

GOVERNMENT OF MADRAS.

707-L

Received _____ 193 *Registered* _____ 193

Abstract.

ALIENATION.

Land and buildings - (South Kanara) - Puttur taluk - Dharmastala village - S.No.73-2 - Basel Evangelical Mission - School, Teachers' quarters, Garden and Playground - Sanctioned.

REVENUE DEPARTMENT.

G.O. No. Ms. 2904 **Dated the** 6th December 1935.

READ the following :—

From the Board of Revenue, L R & S., Ref.B.5392-35-3, dated 21.11.35.

The Government sanction the alienation of the plot of land measuring Ac. 1-85 in S.No.73-2 of Dharmastala village, Puttur taluk, South Kanara District, and the buildings and the well thereon in favour of the Basel Evangelical Mission for use as the site of a school, teachers' quarters, garden and playground as shown in the margin*.

School	30 cents
Teachers' quarters	50
Garden	25
Playground	80
	Ac.1.85

2. The alienation will be free of charge for the occupancy right, but subject to assessment which will be liable to revision at every resettlement and subject to the payment of Rs.17.2.0 being the value of the trees standing on the land and subject also to the following conditions.-

~~but subject to the following conditions~~ :—

(1) The land ~~shall be used~~ and the buildings thereon shall be used as the site of a school, teachers' quarters, garden and playground and for no other purpose.

~~The buildings shall be constructed within from the date of the~~ grant.

(2) The playground and garden shall be laid out within one year from the date of the grant.

(3) The school shall be open to pupils of all castes.

(4) No rent shall be levied for the occupation of the teachers' quarters.

(5) No building shall be constructed on the extent set apart for the play ground and garden ~~within~~ without the ~~sanction~~ previous permission of the Collector of the district

(6) The grantee shall maintain the existing building in good condition. Such repairs as the Collector considers necessary from time to time shall be executed by the grantee within such time as the Collector may fix and to his satisfaction In the event of default the repairs may be carried out by the Collector and the cost thereof shall be recovered

(8) The Government may resume the land, wholly or in part, with ~~any~~ the buildings thereon, in the event of the infringement of any of the conditions of the grant, or if, in the opinion of the Government, the land is required for a public purpose, or for conducting mining operations. or if the recognition of the school is withdrawn.

(9) In the event of such resumption, if there are buildings on the land, the Government may, at their option, either

(*a*) purchase the buildings, or

(*b*) allow the grantee to purchase the land at its value on the date of the sale, or

(*c*) direct the grantee to remove the buildings.

(10) In the event of the resumption of the land followed by purchase of the buildings under condition (9) (a), or in the event of the acquisition of land for any reason, the compensation payable therefor shall in no case exceed the initial cost, or the value at the time of resumption or acquisition, whichever may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. but in no circumstances shall any compensation be paid by the Government in respect of the buildings now standing on the land or in respect of those constructed in contravention of conditions (5) and (7).

(11) The amount of any grant made by the Government towards the construction of any buildings shall be deducted from the compensation payable under condition (10).

(12) In the event of the grantee refusing to remove the buildings, when so directed under condition (9) (c) the Government may remove them and realise the cost of the removal by the sale of the materials.

(13) In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee at its cost.

(By Order of the Governor in Council)

H.R.Uzielli,
Secretary to Government.

To the Board of Revenue, L R & S. ✓
Law (Education) Department.

FORWARDED
(By Order) V. Ramiyalan

Superintendent.

A.S.

Draft

Alienation Land
and Buildings
(S Kanara) Rules
Taluk. Dharmasthala.
Vge SNo 73-2 - Basel
Evangelical Mission
School, Teachers Quarters
Garden and playground
Issued for comml
B6647/35 A
B7072/35 A

Rev(Mis) 4775 of
Communicated to
the Collector of South
Kanara

Ekd
11.12.35
KV
11.12.35
Issued

M1
AS(LR)

alienation St pp 5 cf
Sketch p 21 cf

321-AN-A15-11-38(11)

Note File

Alienation Land (S. Kanara)
Puttur Taluk. Dharmastala
Village S No 73.2. School,
~~fee~~ teachers Quarters,
Playground and garden
Basel Evangelical Mission

B S 392/35. pp 1+2 cf
B S 991/35 p 27 cf
B 6461/35 p 35 cf

To AS (LR)

Please see the correspondence letter at pp 1+2 cf, the Board's reference at pp 25 cf and the collector's further reports at pp 27 + 35 cf

2 The alienation proposals are complete and may be recommended Govt Subject to the payment of the assessment on the land Fees are being charged for tuition in the School

EAS
2.11.35
CA
2/11/35

M1

15.11.35.

JoAs (CR)

Draft Subd

Secy
18.11.35
18/4
20/11/35

18/11/35

Issued as Bds Rs B 5392-35-3 } PP37041CB
dated 21.11.35
B7072/35 pp43041CB

JoA S(CR)

Draft ordd

As (CR)

Secy
(11/11/35
18/4
11/11/35

11.12.35

Conditions.

(1) The land comprised in S.No.73/2 of [illegible]
Puttur Taluk and the buildings thereon shall be us
of the Kanyadi Elementary School, as detailed in t
for no other purpose.

building	Ac.0.30
Playground	" 0.80
Garden	" 0.25
Teachers'qnarters	" 0.50
Total extent	" 1.85

(2) The grantee
ing buildings in good conditi
Such repairs as the Collector may
consider necessary from time to tim
shall be executed by the grante with
such time as the Collector may fix and to his satisfaction. In th
event of default, the repairs shall be carried out by the Collctor
and the cost thereof recovered from the grantee.

(3) No alterations other than those necessary to keep the buildings in good condition shall be made to the existing buildings nor shall any new building be erected on the site without the previous permission of the Collector.

(4) The school, garden and playground shall be completed and put in proper shape within one year from the date of the grant and the school shall be accessible to all classes including the scheduled classes.

(5) No part of the land set apart for the playground and garde shall in any way, be built upon without the previous sanction of the Collector.

(6) No rent shall be levied for the occupation of the teachers' quarters.

(7) The Government may resume the land wholly or in part with any buildings thereon:

(a) if the land is not used for the specific purpose which it was granted, or

(b) if the conditions on which it was granted cease fulfilled, or

(c) if the land is in the opinion of the Government for a public purpose or for conducting mining operations, or

(d) if the school is not recognised by the District Educational Council of South Kanara or by the Director of Public Instruction or if the recognition once granted is subsequently withdrawn, or

in case the Government are satisfied that the school properly conducted.

In the e of such resumption, if there are buildings and except those now existing or those constructed contravention of conditions (3) and (5), the Government at their option either:

a) purchase the buildings:

(b) allow the grantee to purchase the land at its value on date of sale; or

(c) direct the grantee to remove the buildings

(9) In the event of the resumption of the land with building thereon, no compensation whatever shall be paid the Government, in respect of the building now standing on land, or buildings constructed in contravention of conditions (3) and (5).

(10) In the event of the resumption of the land followed by the purchase of the buildings under condition (8) (a) or in the event of the acquisition of the land for any other reason, the compensation payable therefor shall in no case exceed the initial cost or the value at the time of resumption or acquisition, whichever shall be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant or under the previous permission obtained from the Collector under conditions (3) or (5) as the case may be.

(11) In the event of the grantee refusing to remove the buildings then so directed under condition (8) (c) the Government may remove them and realise the cost of removal by the sale of the materials.

(12) In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee at his cost.

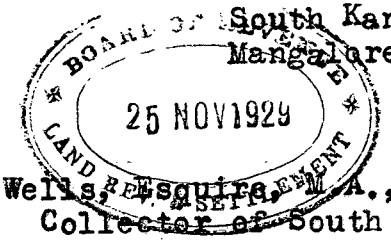
(Sd.) K. Hashim
21-8-35.
For Collector.

(True Copy)

For Collector.

R.O.C.216-29-A6.

South Kanara Collector's Office,
Mangalore, Dated 19-11-29.



From

G. W. Wells, Esquire, M.A., I.C.S.,
Collector of South Kanara.

To

The Secretary to the Board,
Land Revenue & Settlement,
M a d r a s.

Sir,

Alienation -- Land & buildings - Puttur Taluk - Dharmastala village -S.No.294/2 (0.45 acres) -school - Basel Mission.

(K) B.P.Mis.No.3345 dated 5-11-29.

Rev.Th.Ritter has since consented to pay the tree value of Rs.6-15-8 on behalf of the Basel Mission.

Your obedient servant,

For Collector.

21.11.29

A. S. (L. R)

MP 26.11.29

Alienation - Land and buildings - (S. Kanara) - Puttur taluk - Dharmasthala village - S. No. 294/2 - 0.45a - School - Basel mission.

K 9600 - 9

Endt. K 9600/29 Dt 26-11-29

The Collector's attention is invited to B. Press No. 90 Dt 29-10-29 and he is requested to inform the mission to apply for the alienation through the Director of Public Instruction

26.11.29

26-11-29

BJS 28/11/29

O.N.

Please see page 2 of 9

B. P Mis 3345 Dt 5.11.29.

The collector now reports that the mission is willing to pay the value of the site the mission may be asked to apply for the alienation through D. P. I as required

G.O No 2177 - Rev Dt 23.10.29